

SECOND AMENDMENT TO SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE PENINSULA AT HARBOUR VILLAGE

THIS SECOND AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PENINSULA AT HARBOUR VILLAGE is made as of the 19th day of April, 2000, as follows:

WHEREAS, Bald Head Island Limited, a Texas limited partnership, is the owner and developer of that certain real property on Bald Head Island known as Bald Head Island Harbour, including that portion of the Harbour known as The Peninsula at Harbour Village, all located in the Village of Bald Head Island, Brunswick County, North Carolina; and;

WHEREAS, Bald Head Island Limited, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 985 at Page 384, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bald Head Island Harbour, and has further caused to be recorded in said Registry in Book 1291 at Page 1007, that certain Supplemental Declaration of Covenants, Conditions and Restrictions for The Peninsula at Harbour Village, together with an Amendment thereto which is recorded in said Registry in Book 1352 at Page 298; and,

WHEREAS, Article XI, Section 6 of the aforesaid Declaration provides as follows:

"The Declarant, without the consent or approval of any other owner, shall have the right to amend this Declaration to conform to the requirements of law or governmental agency having legal jurisdiction over . . . Bald Head Island Harbour . . . including without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare, . . . any agency of the State of North Carolina requiring an amendment as a condition of approval, or suggesting an amendment, shall be sufficient evidence of the requirement of such amendment by such . . . agency."; and,

WHEREAS, Bald Head Island Limited, Declarant and developer of the hereinafter described Lots within Bald Head Island Harbour, as shown on that certain plat of survey for The Peninsula at Harbour Village, recorded in the aforesaid Registry in Map Cabinet 21 at Page 79, has, in accordance with Title 15 NCAC 2H.1003(a)(2), recorded certain supplemental restrictions and protective covenants pertaining to the impervious coverage of said Lots, and is required to record amended covenants should the identification or proposed use of said Lots change;

NOW, THEREFORE, Declarant, Bald Head Island Limited, hereby declares that in accordance with Title 15 NCAC 2H.1003(a)(2), Exhibit A to the Supplemental Declaration of Covenants, Conditions and Restrictions for the Peninsula at Harbour Village, dated April 1, 1999, and recorded in the Brunswick County Registry in Book 1291, Page 1007, as previously amended by instrument recorded in Book 1352, Page 298, is hereby superceded and replaced in its entirety by the revised Exhibit A attached hereto, and the Lots shall be required to comply with the maximum allowable built upon area requirements set forth therein.

RET Jude Ward
TOTAL 12 REV 12
REC# 98 CK# 1252
SM 1252 REC# 1252

The maximum allowable built upon area includes any built upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

This Second Amendment is made as a result of the modification of the stormwater management permit issued for the subject property on April 7, 2000, and is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits and may be enforced by the State of North Carolina. The covenants contained herein are to run with the land and shall be binding on all parties and all persons claiming under them.

The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the State. Runoff from all impervious areas of all designated Lots must be directed into the system. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State. Lots within the Coastal Area Management Act's Area of Environmental Concern may be subject to a reduction in their allowable built-up area due to CAMA regulations.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this instrument to be executed by its duly authorized attorney in fact, under seal, this the 19th day of April, 2000.

BALD HEAD ISLAND LIMITED (SEAL)
a Texas Limited Partnership

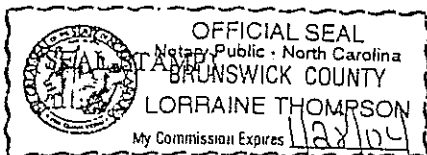
By: [Signature] (SEAL)
Kenneth M. Kirkman
Attorney in Fact

STATE OF NORTH CAROLINA
BRUNSWICK COUNTY

I, Lorraine Thompson, a Notary Public for said County and State, do hereby certify that Kenneth M. Kirkman, attorney in fact for Bald Head Island Limited, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said Bald Head Island Limited, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Brunswick, State of North Carolina, in Deed Book 1143 at Page 916, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that the said Kenneth M. Kirkman acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Bald Head Island Limited.

WITNESS my hand and official seal, this the 19th day of April, 2000.



Lorraine Thompson
Notary Public
My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of LORRAINE THOMPSON

EXHIBIT ATABLE OF LOT SIZES AND BUILT UPON AREASThe Peninsula at Harbour Village
("Row Boat Row")

<u>Lot # /Area /Allowable Built-Upon</u>			<u>Lot # /Area /Allowable Built-Upon</u>		
200	0.12 ac.	2500 sq.ft.	207	0.11 ac.	2400 sq.ft.
202	0.14 ac.	2500 sq.ft.	209	0.11 ac.	2400 sq.ft.
204	0.14 ac.	2500 sq.ft.	211	0.11 ac.	2400 sq.ft.
206	0.10 ac.	2500 sq.ft.	213	0.11 ac.	2400 sq.ft.
208	0.10 ac.	2500 sq.ft.	215	0.11 ac.	2400 sq.ft.
210	0.11 ac.	2500 sq.ft.	217	0.11 ac.	2400 sq.ft.
212	0.12 ac.	2500 sq.ft.	219	0.15 ac.	1000 sq.ft.*
214	0.12 ac.	2500 sq.ft.	Common area:		
216	0.13 ac.	2500 sq.ft.	0.14 ac.	500 sq.ft.	
218	0.14 ac.	2500 sq.ft.			
220	0.17 ac.	2500 sq.ft.			

*per permit, as issued; can be increased to maximum of 1600 sq.ft. with the consent of the State of North Carolina.